

APPLICATION FOR PAYMENT #9 - FINAL

TO: Board of Public Works and Safety of the City of West Lafayette
 FROM: Infrastructure Systems, Inc.
 CONTRACT:
 PROJECT: **Green Meadows Lift Station & Force Main**
 For work accomplished through the date of: December 31, 2009

(OWNER)
 (CONTRACTOR)

1.	Original Contract Price:	\$	976,166.00
2.	Net Change by Change Orders & Written amendments (+ or -)	\$	(72,861.62)
3.	Current Contract Price (1 plus 2):	\$	903,304.38
4.	Total completed and stored to date:	\$	903,304.38
5.	Retainage - 10%	\$	
	0 % of completed work:	\$	
	0 % of stored material	\$	
	Total Retainage	\$	
6.	Total completed and stored to date less retainage (4 minus 5)	\$	903,304.38
7.	Less previous application for payment	\$	859,968.00
8.	DUE THIS APPLICATION (6 MINUS 7)	\$	43,336.38 ✓ J.T.

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 9 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accord with the Contract Documents and not defective.

Dated December 31, 2009

Infrastructure Systems, Inc.
 CONTRACTOR

BY:

Greg L. Noble, President

State of Indiana

County of Orange

Subscribed and sworn to before me this 31st day of
December 2009

Julia H. Stalker

Notary Public Julia G. Stalker

My commission expires: July 30, 2016

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

By: Joseph Hansen
 ENGINEER (Authorized Signature) Greeley & Hansen

By: D.S. De
 OWNER (Authorized Signature) City of West Lafayette

Title: Project Manager

Title: Utility Director

Date: 1/8/2010

Date: 1/21/2010

TO:
CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS & SAFETY
609 WEST NAVAJO STREET
WEST LAFAYETTE, IN 47906

FROM:
INFRASTRUCTURE SYSTEMS, INC.
260 W. VINCENNES ST.
P.O. BOX 148
ORLEANS, IN 47452

Green Meadows Lift Station & Force Main

Application No. 9 - Final
DATE: December 31, 2009

Invoice # #1212-9

Bid Item #	Item Description	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL CONTRACT	QUANTITY COMPLETE THIS PERIOD	EARNED THIS PERIOD	QUANTITY COMPLETE TO DATE	EARNED TO DATE
1	Submittals	1	LS	1,500.00	\$1,500.00		\$0.00	1.00	\$1,500.00
	<u>Excavation & set wet well</u>								
2a	Gravity sewer materials	1	LS	25,000.00	25,000.00		\$0.00	1.00	\$25,000.00
2b	Wet well materials	1	LS	25,000.00	25,000.00		\$0.00	1.00	\$25,000.00
2c	Labor & Equipment - Sheet piling	1	LS	60,000.00	60,000.00		\$0.00	1.00	\$60,000.00
2d	Labor & Equipment - Whalers	1	LS	25,000.00	25,000.00		\$0.00	1.00	\$25,000.00
2e	Labor & Equipment - Excavation	1	LS	54,000.00	54,000.00		\$0.00	1.00	\$54,000.00
2f	Labor & Equipment - Set precast structures	1	LS	20,000.00	20,000.00		\$0.00	1.00	\$20,000.00
2g	Labor & Equipment - Backfill	1	LS	15,000.00	15,000.00		\$0.00	1.00	\$15,000.00
2h	Labor & Equipment - Flanged Piping	1	LS	10,000.00	\$10,000.00		\$0.00	1.00	\$10,000.00
2i	Labor & Equipment - Site Restoration	1	LS	4,500.00	4,500.00	0.20	\$900.00	1.00	\$4,500.00
2j	Labor & Equipment - Gravity Sewer	1	LS	15,000.00	15,000.00		\$0.00	1.00	\$15,000.00
2k	Excavation Engineering	1	LS	3,500.00	3,500.00		\$0.00	1.00	\$3,500.00
3	Wet Well Structure	1	LS	18,000.00	18,000.00		\$0.00	1.00	\$18,000.00
4	Demo existing station	1	LS	6,150.00	6,150.00		\$0.00	1.00	\$6,150.00
	<u>Precision Systems Station</u>								
5a	Precision Systems Station	1	LS	405,000.00	405,000.00		\$0.00	1.00	\$405,000.00
5b	Station Materials	1	LS	8,500.00	8,500.00		\$0.00	1.00	\$8,500.00
5c	Labor & Equipment - Pad	1	LS	5,800.00	\$5,800.00		\$0.00	1.00	\$5,800.00
5d	Labor & Equipment - Set station	1	LS	4,500.00	4,500.00		\$0.00	1.00	\$4,500.00
5e	Labor & Equipment - Start-up	1	LS	1,200.00	1,200.00		\$0.00	1.00	\$1,200.00
6	Concrete drive	1	LS	5,000.00	5,000.00		\$0.00	1.00	\$5,000.00
7	Electrical	1	LS	27,500.00	27,500.00		\$0.00	1.00	\$27,500.00
8	Site Piping	1	LS	37,500.00	37,500.00		\$0.00	1.00	\$37,500.00
9	Start-up	1	LS	1,500.00	1,500.00		\$0.00	1.00	\$1,500.00
10	O & M manuals	1	LS	1,000.00	1,000.00	1.00	\$1,000.00	1.00	\$1,000.00
11	12" Force main	3,815	LF	38.00	144,970.00		\$0.00	3,815.00	\$144,970.00
12	12" Force main - Railroad	170	LF	190.00	32,300.00		\$0.00	170.00	\$32,300.00
13	Work Allowance	0	LS	20,000.00	0.00		\$0.00	0.00	\$0.00
	Credit for material cost-air release valve	1	LS	(717.15)	(717.15)	1.00	(\$717.15)	1.00	(\$717.15)
	Additional site restoration/tree plantings	1	LS	1,496.21	1,496.21	1.00	\$1,496.21	1.00	\$1,496.21
	Additional work-12" plug valve & box	1	LS	4,451.21	4,451.21	1.00	\$4,451.21	1.00	\$4,451.21
	Additional work-6" access drive	1	LS	15,654.11	15,654.11	1.00	\$15,654.11	1.00	\$15,654.11
	Liquidated Damages	1	LS	(75,000.00)	(75,000.00)	1.00	(\$75,000.00)	1.00	(\$75,000.00)
	TOTAL - ALL AREAS				\$903,304.38		(\$52,215.62)		\$903,304.38
	MATERIAL STORED						\$0.00		\$0.00
	TOTAL EARNED & STORED						(\$52,215.62)		\$903,304.38
	BILL RETAINAGE						\$95,552.00		
	NET AMOUNT EARNED						\$43,336.38		\$903,304.38
	LESS PREVIOUS REQUESTS						\$0.00		\$ 859,968.00
	AMOUNT DUE						\$43,336.38		\$43,336.38

Payment Summary

Invoice #	Invoice Amount	Payment Amount	Check #
Pay Request #1	152,739.00	152,739.00	26174
Pay Request #2	16,929.00	16,929.00	26480
Pay Request #3	187,875.00	187,875.00	28861
Pay Request #4	66,825.00	66,825.00	29157
Pay Request #5	23,243.70	23,243.70	29624
Pay Request #6	375,501.30	375,501.30	30616
Pay Request #7	23,580.00	23,580.00	31146
Pay Request #8	13,275.00	13,275.00	31486
Total	\$ 859,968.00	\$ 859,968.00	

AFFIDAVIT AND WAIVER OF LIEN

Be it known that Infrastructure Systems, Inc. as a general contractor, furnished labor, equipment and materials for the project known as Green Meadows Lift Station and Force Main Improvements, the owner of which is the Board of Public Works and Safety, West Lafayette, Indiana. Receipt of payment is hereby acknowledged and all payments from the Owner are paid in full or payment has been promised as the sole consideration of this affidavit and final waiver of lien which is and shall become effective only upon receipt of such payment. Therefore, the undersigned waives and releases unto the owner of said premises any and all lien or claim whatsoever on the above-described property and improvements thereon on account of labor or material or both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein. It is certified that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for and project and within the scope of this affidavit and waiver.

IN WITNESS WHEREOF, we have hereunto set our hand and seal the day written opposite our signature.

Infrastructure Systems, Inc.

(Seal)

By: Greg L. Noble

Greg L. Noble

Title: President

Dated: January 11, 2010

Sworn to and subscribed before me, a Notary Public, this 11th day of January , 2010.

Julia G. Stalker

(Seal)

Julia G. Stalker, Notary Public

For: State of Indiana

County of: Orange

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

TO OWNER:

(Name & Address)

**Board of Public Works and Safety, City of West Lafayette
609 West Navajo Street
West Lafayette, IN 47906**

PROJECT:

(Name and address)

**Green Meadows Lift Station and Force Main
Improvements**

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Construction

CONTRACT DATE: 2/05/08

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(insert name and address of Surety)

on bond of **Travelers Casualty & Surety Company of America, One Tower Square, Hartford, CT 06183, SURETY,**
(insert name and address of Contractor)

**Infrastructure Systems, Inc.
P. O. Box 148
Orleans, IN 47452**

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to

(Insert name and address of Owner)

**Board of Public Works and Safety, City of West Lafayette, IN
609 West Navajo Street
West Lafayette, IN 47906**

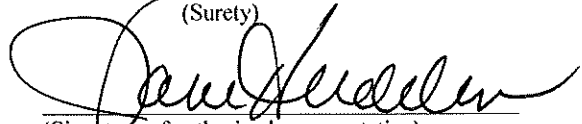
,CONTRACTOR,

,OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 8, 2010
(insert in writing the month followed by the numeric date and year.)

Travelers Casualty & Surety Company of America
(Surety)


(Signature of authorized representative)

Jane Huddleston, Attorney in Fact

(Printed Name and title)

Attest:
(Seal)



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prosecution.**



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220337

Certificate No. 003087267

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles E. Carper, IV, Douglas K. Aman, Jane Huddleston, Joan N. Miller, Walter C. Dowdy, and Gregg A. Tatum

of the City of Birmingham/Montgomery, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of August, 2008.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 15th day of August, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

INFRASTRUCTURE SYSTEMS RETAINAGE
GREEN MEADOWS LIFT STATION

INFRASTRUCTURE SYSTEMS	DATE	CONTRACT SUM	CHANGE ORDER	TOTAL COMPLETED & STORED TO DATE	TOTAL RETAINAGE	TOTAL COMPLETED LESS RETAINAGE	PAYMENT TO CONTRACTOR	
Pay Application #1	5/5/2008	\$ 976,166.00	\$ -	\$ 169,710.00	\$ 16,971.00	\$ 152,739.00	\$ 152,739.00	RETAINAGE HELD
Pay Application #2	5/23/2008	\$ 976,166.00	\$ -	\$ 188,520.00	\$ 1,881.00	\$ 169,668.00	\$ 16,929.00	IN CITY FUNDS
Pay Application #3	11/12/2008	\$ 976,166.00	\$ -	\$ 397,270.00	\$ 20,875.00	\$ 357,543.00	\$ 187,875.00	
Pay Application #4	12/9/2008	\$ 976,166.00	\$ -	\$ 471,520.00	\$ 7,425.00	\$ 424,368.00	\$ 66,825.00	
Pay Application #5	12/30/2008	\$ 976,166.00	\$ -	\$ 496,420.00	\$ 1,656.30	\$ 447,611.70	\$ 23,243.70	
Pay Application #6	3/9/2009	\$ 976,166.00	\$ -	\$ 914,570.00	\$ 42,848.70	\$ 823,113.00	\$ 375,501.30	
Pay Application #7	4/21/2009	\$ 976,166.00	\$ -	\$ 940,770.00	\$ 2,620.00	\$ 846,693.00	\$ 23,580.00	
Pay Application #8	5/5/2009	\$ 976,166.00	\$ -	\$ 955,520.00	\$ 1,475.00	\$ 859,968.00	\$ 13,275.00	
Change Order #1	2/1/2010	\$ 976,166.00	\$ (72,861.62)	\$ 903,304.38	\$ (52,215.62)	\$ 903,304.38		Reduce Retainage
Pay Application #9	2/1/2010	\$ 976,166.00		\$ 903,304.38	\$ (43,336.38)	\$ 903,304.38	\$ 43,336.38	Final Payment
				\$ 903,304.38	\$ -		\$ 903,304.38	